

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
www.purchasing.utah.gov

Request for Proposal Agency Contract



Solicitation Number: **RM6030**
 Due Date: **11/30/05 at 3:00 P.M.**
 Date Sent: November 8, 2005

Goods and services to be purchased: **CONTRACT FOR EMERGENCY ASSISTANCE AND HOMELESSNESS PREVENTION FOR THE MOUNTAINLAND REGION, DEPARTMENT OF WORKFORCE SERVICES**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM6030

Due Date: 11/30/05

Vendor Name:

**CONTRACT FOR EMERGENCY ASSISTANCE AND HOMELESSNESS PREVENTION FOR THE MOUNTAINLAND REGION,
DEPARTMENT OF WORKFORCE SERVICES, PER THE ATTACHED RFP.**

**NOTE: THERE WILL BE A PRE-PROPOSAL CONFERENCE ON THURSDAY, NOVEMBER 17, 2005 AT 10:00 A.M. AT THE
DEPARTMENT OF WORKFORCE SERVICES, 150 E CENTER ST SUITE #4200, PROVO, UTAH.**

RX: 600 61000000028

COMMODITY CODE(S): 95236, 95237, 95243, 95245, 95255, 95278, 95284, 95291, 95292, AND 96102

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

REQUEST FOR PROPOSAL
Department of Workforce Services
Emergency Assistance for Homeless Prevention
Solicitation #RM6030

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide an Emergency Assistance – Homeless Prevention Program. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

The Department of Workforce Services, hereafter known as the Department administers the Family Employment Program (FEP), the Workforce Investment Act programs (WIA), Wagner-Peyser programs, and other programs. The Department's mission is to provide quality, accessible and comprehensive employment-related and supportive services, responsive to the needs of employers, job seekers and the community. Many of the individuals that find their way to the Department services have complex problems that inhibit their ability to become gainfully employed and self-sufficient.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of Department of Workforce Services, Mountainland Region. The reference number for the transaction is Solicitation # RM6030. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

One original and six (6) identical copies plus a CD of the proposal formatted in MSWord or PDF of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of one year. The contract may be extended beyond the original contract period for four (4) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for one (1) year of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include:

Attachment A– State Standard Terms and Conditions which may be accessed at:
<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

and

Attachment B– Department's Terms and Conditions (attached)

and

Attachment C– Code of Conduct
Attachment D– Information Disclosure
Attachment E– Cost Reimbursement Budget Worksheet
Attachment F– Cost Reimbursement Billing Template
Attachment G– Monitoring Template
Attachment H– Emergency Assistance–Homeless Prevention Program (EA), 205–8
Attachment I– Household Composition (EA), 228
Attachment J– Time Limit (EA), 285
Attachment K– Table 1, Financial Monthly Income Limits
Attachment L– Z–Funds 630–1
Attachment M– EA edit sheet
Attachment N– Financial Reporting
Attachment O– Insurance
Attachment P– Caseworkers minimum skill requirement
Attachment Q– Emergency Assistance Eligibility Worksheet
(Attachments C - Q may be obtained by emailing Gillian Johns-Young at
gjyoung@utah.gov and requesting them.)

QUESTIONS & PRE-PROPOSAL CONFERENCE

All questions must be submitted in writing and must be submitted to Roselle Miller via email at: rwmiller@utah.gov or via fax at: (801) 538-3882. Questions are due by 5:00 p.m. on November 14, 2005. Questions received after that date may not be answered. A pre-

proposal conference has been scheduled for November 17, 2005 at 10:00 a.m. at the Department of Workforce Services, Mountainland Regional Administration, 150 E. Center St. #4200, Provo, UT 84606. Questions and answers will be given via an addendum posted on the Division of Purchasing website.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

* * * * *

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

Consistent with Subsection 63-2-304(6) the Division of Purchasing has classified proposals submitted in response to this RFP as protected (Retention and Classification Report for Records Series 16591) except that a successful proposal is available for public inspection for 90 days.

An offeror may also protect portions of a proposal by submitting a Claim of Business Confidentiality to protect trade secrets, commercial information or non-individual financial information as provided in Subsections 63-2-304(1) and (2).

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

A Claim of Business Confidentiality is appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK

A. PURPOSE

Provide DEPARTMENT Emergency Assistance-Homeless Prevention Program (EA) to families with dependent children living in the home who meet the program eligibility criteria in Utah, Wasatch, and Summit Counties. Services will be provided for short-term needs to destitute families to remedy or prevent homelessness.

Additionally provide other emergency assistance to families and individuals experiencing an employment related financial crisis to include: bus passes, gasoline for vehicles, car repairs, work clothes, bus tickets, or other items as deemed necessary by to support maintaining or obtaining employment.

B. SERVICES

The CONTRACTOR shall provide and be responsible for:

1. Emergency Assistance-Homeless Prevention Program (EA):

Assess and identify needs of families to remedy or prevent homelessness. Perform one-on-one interviews for eligibility determination between CONTRACTOR and customer either at CONTRACTOR'S office or in customer's home. The interview is to include a discussion of the current crisis situation, causes of crisis, household resources, assets and needs, income documentation and source of income, household size, household budget, demographic information, etc. CONTRACTOR will develop a plan of action for crisis resolution for it and the customer that will include tasks to perform, deadlines, follow-up, and referrals to other potential resources. CONTRACTOR will negotiate directly in behalf of customers with the appropriate vendor (landlord, utility company, mortgage lender, etc.) or assist the customers in negotiation.

CONTRACTOR shall work with customers to determine a short-term and long-term plan of action, review the credit history and rating, negotiate with the lender, provide financial assistance, and access HUD resources if appropriate.

CONTRACTOR shall make available other resources provided by CONTRACTOR in their course of business such as workshops and counseling regarding tenant/landlord issues.

EA funding will be utilized to make vendor payments for: rent, deposits, mortgage, utility payments, and legal services to avoid eviction. Payment amounts and time limits will not exceed established amounts set by DEPARTMENT.

a. Eligibility Determination:

Eligibility will be determined by CONTRACTOR and will be determined according to DWS policy:

- i. 205-8, Emergency Assistance-Homeless Prevention Program (EA) (updated 1-1-2005), see Attachment H;
- ii. 228, Household Composition (EA), see Attachment I;
- iii. 285, Time Limits (EA), see Attachment J;
- iv. Table 1, Financial Monthly Income Limits, see Attachment K
- v. Acceptable documentation guidelines for verifying eligibility factors can be found by accessing:
https://dws.utah.gov/infosource/proceduresmanual/Verifications/Verification_Matrix/Verification_Matrix.htm

This policy may be accessed at: www.jobs.utah.gov in Food and Financial Services, DWS Eligibility Policy.

Contractor will determine eligibility criteria for families and individuals in need of other emergency assistance and will provide DEPARTMENT with a copy of the criteria.

The Department requires the Contractors caseworkers to use the Emergency Assistance Eligibility Worksheet as a tool for establishing eligibility, Attachment Q.

2. Other Emergency Services (Z Funds):

Assist families and individuals in financial crises by providing payments to vendors for: bus passes, gasoline for vehicles, car repairs, work clothes, bus tickets, or other items as deemed necessary by CONTRACTOR to support maintaining or obtaining employment.

a. Eligibility Determination:

Eligibility will be determined by CONTRACTOR and will be determined according to DWS policy:

- i. 630-1 Z Funds, see Attachment L
- ii. Acceptable documentation guidelines for verifying eligibility factors can be found by accessing:

https://dws.utah.gov/infosource/proceduresmanual/Verifications/Verification_Matrix/Verification_Matrix.htm

Documentation needs to include establishment of a specific and verifiable goal to maintain or access employment.

This policy may be accessed at: www.jobs.utah.gov in Food and Financial Services, DWS Eligibility Policy.

Contractor will determine eligibility criteria for families and individuals in need of other emergency assistance and will provide DEPARTMENT with a copy of the criteria.

3. Employee Training:

CONTRACTOR will be responsible for training its new employees who provide services related to this contract.

The Contractor should have at least one (1) Spanish speaking case manager.

Supervisor should have a minimum of the knowledge base and work skills of a Department's Eligibility Worker, Attachment P.

The Department will require the Emergency Assistance Edit Sheet to be used as a Tool to assist in verifying eligibility, Attachment M.

4. Outreach to Eligible Population:

CONTRACTOR shall inform the potentially eligible population in several ways: notify other agency customers at one of its seven sites, send informational letters and pamphlets to law enforcement, religious organizations and other community resource partners on a regular basis, place articles in local newspapers at least six times each year; participate in talk shows on local radio stations, present information to low-income groups and community groups (6-10 annually)

5. Program Evaluation:

CONTRACTOR shall perform the following on an ongoing basis to monitor and evaluate contract programs and services: client surveys, random periodic follow-up contact with individual customers to obtain feedback (how they were treated, how the program can be improved, did they receive the help they needed, etc.), regular data reports on contracted program reviewed by management along with edits completed by front line supervisors.

- a. EA edit sheet, see Attachment M.

C. **RECORD KEEPING**

CONTRACTOR will be required to maintain individual participant files that will track and account for services. Files will contain the following minimum information:

- a. Customer name, address, SSN, and PACMIS number (if one exists).
- b. Documentation of services rendered in narrative form to include dates and details of services provided, description of negotiation with vendor (landlord, lender, utility company, etc.) community referrals, and expenditures involved with rendered services.

- c. Eligibility documentation, vendor voucher, and plan of action for agency and customer.
- d. Dates and expenses incurred for procurement of other emergency services.
- e. Indirect customer financial assistance shall be given by CONTRACTOR issuing a voucher to the customer. Copies of the voucher will be given to vender (landlord, utility company, etc.), CONTRACTOR'S Financial Director (with accompanying documentation for payment), and one copy will be kept in the customer's case file.

D. REPORTING

CONTRACTOR will submit to DEPARTMENT monthly reports, due by the 25th of each month following the reported month, with the following information:

- a. Issuance document for entry into PACMIS. Document to include customer profile, family member and household information. CONTRACTOR will obtain a signed release of information from each customer before forwarding documents to DEPARTMENT.
- b. Billing statement identified as, see Attachment F.
- c. Contractor will be reimbursed for administrative costs up to 10% of the total program costs.

E. SERVICES TO BE PROVIDED BY DEPARTMENT

- a. The DEPARTMENT will provide timely payment for services provided under this agreement.
- b. Updates of the Financial Monthly Income Limits.
- c. Technical assistance as needed or requested by CONTRACTOR.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

To be a qualified offeror the proposal response must include these Mandatory Requirements:

1. Certified copy of a certification of incorporation
2. Location(s) of business offices and service facility
3. Name and address of the corporate officers or partners
4. Name of the person (s) authorized to represent the Respondents in any negotiations and to sign any resulting contracts.
5. Statement that attached Proposal meets all the requirements of the RFP
6. Faith-based organizations must attach a statement to the Response to Request for Proposal identifying Charitable Options: Other organizations not categorized Faith-based must designate "501-C3 status"
7. Statement that the Respondent agrees to all Standard Terms, Code of Conduct, Disclosure if Confidential Information and the offeror is current with all tax liabilities.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly, indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
40 %	Cost
20 %	Demonstrated ability to meet the scope of work
15 %	Demonstrated technical capability (proven track record), etc.
15 %	Qualification and expertise of staff proposed for this project.
10 %	Performance references for similar projects.

**Emergency Assistance for Homeless Prevention
SOLICITATION #
RFP EVALUATION SCORESHEET**

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

- 0 = Failure, no response
- 1 = Poor, inadequate, fails to meet requirement
- 2 = Fair, only partially responsive
- 3 = Average, meets minimum requirement
- 4 = Above average, exceeds minimum requirement
- 5 = Superior

	Range (0-5)	Score	Weight	Points
Demonstrated Ability to meet scope of work (20 points possible)		----	----	----
Describe the offeror's ability to provide Emergency Assistance /Z–Fund services and what resources they have available to provide clients' homelessness	5 points possible		X 1	
Detail and describe the offeror's understanding of the emergency assistance/Zfunds eligibility	5 points possible		X 1	
Detail the offeror's outreach methods for the eligible population	5 points possible		X 1	
Provide details f the offeror's employees experience and the number if years the have in case management for EA and homeless prevention	5 points possible		X 1	
Demonstrated Technical Capability (20 points possible)		----	----	----
Demonstrate a similar emergency services the offeror has provided	5 points possible		X2	
Provide details of the offeror's experience providing homeless prevention services and EA services for the Summit, Wasatch and Utah counties.	5 points possible		X2	
3. References (20 points possible) Three references, at least one from a Federal, State or county agency that can attest to the offeror's ability to provide EA and homelessness prevention.	5 points possible		X 4	
5. Cost (40 points possible)				* Inserted by Purchasing
TOTAL EVALUATION POINTS	(100 points possible)		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

**DEPARTMENT OF WORKFORCE SERVICES
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 63-56-1 and 35A-1-104, UCA 1953 as amended, Utah State Procurement Regulations (UAC Section R33), and related statutes that permit the State to purchase certain specified services, and other approved purchases for the Department.
2. **CONFLICT OF INTEREST:** The GRANTEE certifies, through the execution of the Grant, that no person in its and the DEPARTMENT'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. The GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **CITING DEPARTMENT IN ADVERTISING:** The CONTRACTOR agrees to give credit to the Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for the DEPARTMENT.
4. **IMPOSITION OF FEES:** The GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by the DEPARTMENT.
5. **CODE OF CONDUCT (Attached if Applicable):** The CONTRACTOR agrees to follow and enforce the Department of Workforce Services Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The CONTRACTOR agrees that each of its employees or volunteers receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by the DEPARTMENT monitors.
6. **HUMAN SUBJECTS RESEARCH:** The CONTRACTOR shall not conduct research involving employees of the DEPARTMENT or individuals receiving services (whether direct or contracted) from the DEPARTMENT.
7. **DRUG-FREE WORKPLACE:** The CONTRACTOR agrees to abide by the DEPARTMENT'S drug-free workplace policies while on DEPARTMENT premises.
8. **LICENSING AND STANDARD COMPLIANCE:** The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this Contract. CONTRACTOR acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

9. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS

A. As noted in this Contract, the CONTRACTOR is required to comply with all anti discrimination and drug-free workplace laws, and all laws governing research involving human subjects. CONTRACTOR is receiving state or federal funds under this Contract, certain state and federal requirements also apply, including the following federal laws: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

B. **Equal Opportunity Clause.** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 37. CONTRACTOR will also provide a copy of the Department of Workforce Services Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.

10. SEPARABILITY CLAUSE: A declaration by any court, or other binding legal source, that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement, unless said provisions are mutually dependent.
11. RECORDS ADMINISTRATION: CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. CONTRACTOR shall maintain books, records, documents and other evidence.
12. CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS:

- a. **Assignment.** Notwithstanding the DEPARTMENTS right to assign the rights or duties hereunder, the CONTRACTOR agrees and understands that this Contract is based on the reputation of the CONTRACTOR, and this Contract may not be assigned by the CONTRACTOR without the written consent of the DEPARTMENT. Any assignment by the CONTRACTOR without the DEPARTMENT'S written consent shall be wholly void.
 - b. **Subcontractors.** As used in this Contract, the term "subcontractor" means an individual or entity that has entered into an agreement with the original CONTRACTOR to perform services or provide goods which the original CONTRACTOR is responsible for under the terms of this Contract. Additionally, the term "subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor if: (1) those individuals or entities have agreed to perform all or most of the subcontractors duties under this Contract; or (2) Federal law requires this Contract to apply to such individuals or entities. If CONTRACTOR enters into subcontracts the following provisions apply:
 - (1) Duties of Subcontractors: Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. The CONTRACTOR retains full responsibility for Contract compliance, whether the services are provided directly or by a subcontractor.
 - (2) Provisions Required in Subcontracts: If the CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; "Cost Accounting Principles and Financial Reports,") as well as other laws and contract provisions identified in 45 C.F.R. § 92.36(i).
13. **MONITORING:** DEPARTMENT shall have the right to monitor the CONTRACTOR'S performance regarding all services purchased under this Contract. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DEPARTMENT who will rely on the criteria set forth in this Contract, including the goals, service objectives and methods described in "Scope of Work" and any special conditions and "Performance Measures" and the CONTRACTOR'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
- Client or Contract Staff Satisfaction Surveys.** The CONTRACTOR understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. CONTRACTOR therefore agrees to cooperate with all DEPARTMENT initiated customer feedback.
14. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is Department of Workforce Services' policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.

15. CONTRACT RENEWAL: Renewal of contract will be solely at the discretion of DEPARTMENT.
16. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment executed by the parties hereto, and attached to the original signed copy of the contract.
17. TERMINATION (FUND-OUT): The CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the DEPARTMENT cannot guarantee funding under this Contract since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Contract. Therefore, in the event that DEPARTMENT fails to receive appropriations then the DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Contract. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.
18. CONTRACT TERMINATION:
 - a. **Default Termination.** In the event this Contract is terminated as a result of a default by the CONTRACTOR, the DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as the DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to the DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by the DEPARTMENT in obtaining similar services.
 - b. **Immediate Termination.** If the CONTRACTOR creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows the DEPARTMENT to terminate the Contract immediately for a violation of that provision, the DEPARTMENT may terminate this Contract immediately by notifying the CONTRACTOR in writing.
 - c. **No Cause Termination.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon ninety (90) days prior written notice being given the other party. Upon termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - d. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - e. **Remedies for Contractor's Violation.** The CONTRACTOR acknowledges that if the CONTRACTOR violates the terms of this Contract, the DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.
19. BILLINGS AND PAYMENTS: Payments to the CONTRACTOR will be made by the DEPARTMENT upon receipt of itemized billing for authorized service(s) provided and

supported by information contained in reimbursement forms supplied by DEPARTMENT. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billings and services for the month of June must be received by DEPARTMENT no later than July 20th due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

The DEPARTMENT will not allow claims for services furnished by the CONTRACTOR which are not specifically authorized by this contract.

20. PAYMENT RATES (Does Not Apply to Contracts With Department Of Workforce Services Set Rates or Fee for Performance Rates): Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term.
21. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of the DEPARTMENT, the CONTRACTOR'S record keeping practices and/or reporting to the DEPARTMENT are not conducted in a timely and satisfactory manner, the DEPARTMENT may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the DEPARTMENT agrees to notify the CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
22. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the Contract CPA audit or the DEPARTMENT determines that payments were incorrectly reported or paid, the DEPARTMENT may amend the Contract and adjust the payments. In Contracts, which include a budget, CONTRACTOR expenditures to be eligible for reimbursement must be adequately documented. The CONTRACTOR will, upon written request immediately refund any overpayments determined by audit and for which payment has been made to the CONTRACTOR, to the DEPARTMENT. The CONTRACTOR further agrees that the DEPARTMENT shall have the right to withhold any or all-subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.
23. REDUCTION OF FUNDS: The maximum amount authorized by this Contract shall be reduced or Contract terminated if required by Federal/State law, regulation, action or there is significant under utilization of funds, provided the CONTRACTOR shall be reimbursed for all services performed in accordance with this Contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the CONTRACTOR. The DEPARTMENT will give the CONTRACTOR thirty (30) days notice of reduction.
24. PRICE REDUCTION FOR INCORRECT PRICING DATA: If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because the CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate,

complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, the DEPARTMENT'S right to terminate this Contract.

25. INDEMNITY CLAUSE: The CONTRACTOR agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
26. FINANCIAL/COST ACCOUNTING SYSTEM: CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this Contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.
27. GRIEVANCE PROCEDURE: The CONTRACTOR agrees to establish a system which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by the Department of Workforce Services. The CONTRACTOR will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the CONTRACTOR will notify the DEPARTMENT of the grievance and it's disposition of the matter. If no resolution is reached with the CONTRACTOR, the grievance will be forwarded to the DEPARTMENT for processing through the DEPARTMENT'S Administrative Process.
28. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT'S or the CONTRACTOR'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The CONTRACTOR will be required to sign the DEPARTMENT'S disclosure statement.
29. DEPARTMENT COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS
 - a. **Federal Cost Principles determine allowable costs in the Department contracts.** They can be found in circulars published by the Federal Office of Management and Budgets ("OMB"). CONTRACTOR may locate the Federal Cost Principles applicable to its organization at the Internet web site:
OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>
 - b. **Compliance with Federal Cost Accounting Principles.** For CONTRACTOR'S convenience, the DEPARTMENT provides Table 1 below, "Cost Accounting Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and

CONTRACTOR understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, “Cost Accounting Principles,” the principles applicable to a particular CONTRACTOR depend upon the CONTRACTOR’S legal status.

Table 1: Cost Accounting Principles

Contractor	Federal Cost Principles
State or Local Govt. & Indian Tribal Govts.	OMB Circular A-87
College or University	OMB Circular A-21
Non-Profit Organization	OMB Circular A-122
For Profit (Commercial) Organization	48 CFR Part 31

c. **Additional Cost Principles.**

Compensation For Personal Services:

- (1) In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
 - (a) The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - (b) Employees who are compensated from one or more contracts, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - (c) For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the CONTRACTOR wants reimbursement for the time devoted to DEPARTMENT programs over 40 hours, the following two conditions must be met:
 - (i) A perpetual time record must be maintained, and
 - (ii) Prior written approval must be obtained from the DEPARTMENT’S Finance-Contracting Division
- (2) Compensation for Personal Expenses: The DEPARTMENT will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

d. **Third-Party Reimbursement And Program Income.** The CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to Department Of Workforce Services be greater than “necessary and reasonable costs to perform the services” as supported by audited financial records. Collections over and above audited costs shall be refunded to Department Of Workforce Services.

30. ADMINISTRATIVE EXPENDITURES: DEPARTMENT will reimburse CONTRACTOR for actual administrative or indirect costs (Category I) up to 10% of the total program and capital (Category III & II) costs as negotiated in the attached budget.
31. CHANGES IN BUDGET (Cost Reimbursement Contracts Only): The budget attached hereto shall be the basis for payment. The CONTRACTOR may not make any adjustment in budgeted funds from Category

III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by the DEPARTMENT. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the DEPARTMENT. The CONTRACTOR may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the Contract restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

32. RELATED PARTIES: The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the DEPARTMENT. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service contracts, or payments under purchase, lease, or rental contracts. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract the CONTRACTOR shall be defined to include all owners, partners, directors, and officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.

Persons and/or organizations shall be considered related parties when any of the following conditions exist: A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to CONTRACTOR through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

An organization has in common with the CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the DEPARTMENT. Upon notification of related party payment, the DEPARTMENT may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford the DEPARTMENT a satisfactory level of quality and cost. Any related party payments contemplated under this Contract must be disclosed on a statement for related party transactions and is available from the DEPARTMENT'S Finance/Contracting Division. It will require:

- a. The name of the CONTRACTOR'S Representative who is related to the party that the CONTRACTOR seeks to make payments to.
- b. The name of the other related party.
- c. The relationship between the individuals identified in a. and b. above.
- d. A description of the transaction in question and the dollar amount involved (if any).
- e. The decision-making authority of the CONTRACTOR'S Representative and the party identified in b. above, with respect to the applicable transaction.
- f. The potential effect of the payment to a related party on this Contract; and
- g. The measures taken by the CONTRACTOR to protect the DEPARTMENT from potentially adverse effects resulting from the identified parties' relationship.